



County of San Bernardino

F A S

**STANDARD
CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept. MLH	A	Contract Number	
<input type="checkbox"/> Change							
<input type="checkbox"/> Cancel							
County Department Behavioral Health			Dept. MLH		Orgn. MLH	Contractor's License No.	
County Department Contract Representative Johnnetta Gibson			Telephone (909) 387-7747		Total Contract Amount \$ 380,442		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date 07/01/2003		Contract End Date 6/30/2005		Original Amount \$ 380,442	
						Amendment Amount	
Fund AAA	Dept. MLH	Organization MLH	Appr. 100	Obj/Rev Source 1010 33		GRC/PROJ/JOB No. 10092201	Amount \$ 380,442
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount
Project Name CONTRACT BOARD CERTIFIED ADULT PSYCHIATRIST				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	
				03/04	\$ 187,406		
				04/05	\$ 193,036		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

John S. Wells. M.D.

hereinafter
called

Contractor

Address

On File

Telephone

Federal ID No. or Social Security
No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, the County in carrying out the operation of the Department of Behavioral Health, hereinafter referred to as "Department," requires the services of specialized medical fields to perform medical work in the Department; and

WHEREAS, the Contractor will provide psychiatric services in accordance with the requirements of Title 9 of the California Code of Regulations; and

WHEREAS, the mental health services provided by the Department of Behavioral Health will be enhanced and improved by the services of the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree as follows:

I GENERAL

Contractor shall be licensed as a physician and surgeon in the State of California and shall have completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association or the American Osteopathic Association.

II DUTIES OF CONTRACTOR – REGULAR SERVICE

Contractor shall perform the following services at those places and times as scheduled by the Director or his/her designee:

- A. Contractor shall perform medical work in the specialized field of psychiatry as required for patients of the Department.
- B. Contractor shall provide consultation for other medical services.
- C. Contractor shall examine, diagnose, and prescribe treatment for patients and review the care prescribed by staff physicians, resident physicians, and interns.
- D. Contractor shall consult with staff physicians and paramedical disciplines regarding care of patients including, but not limited to, medical and diagnostic work performed.
- E. Contractor shall direct and participate in the development of new techniques.
- F. Contractor shall participate in the maintenance of records and charts and the compilation and preparation of reports.
- G. Contractor shall comply with all applicable provisions of Division 5 of the Welfare and Institutions Code.
- H. The responsibilities and duties of the Contractor shall include any appearances in any legal proceedings on behalf of the Department and/or County of San Bernardino, where the need for such appearances arises out of the Contractor's work under this contract, without additional compensation therefore.

- I. Contractor shall provide notice of absence to the Director, or his/her designee, whenever possible, prior to the time of absence, including the requested period of absence.
- J. Contractor shall participate on official Department committees and will attend official Department meetings as required by the Department Director or his/her designee.

III COMPENSATION AND METHOD OF PAYMENT

- A. For the performance by Contractor of services listed in Article II DUTIES OF CONTRACTOR – REGULAR SERVICE, of this agreement, the County will pay a biweekly salary of Seven Thousand Five Dollars and Sixty Cents (\$7,005.60) for the period of July 1, 2003 through July 11, 2003, Seven Thousand Two Hundred Sixteen Dollars (\$7,216.00) for the period of July 12, 2003 through July 9, 2004, and Seven Thousand Four Hundred Thirty Two Dollars and Eighty Cents (\$7,432.80) for the period of July 10, 2004 through June 30, 2005. Contractor shall not work more than forty hours per week, unless approved in advance by the Director or his/her designee.
- B. The biweekly salary rate(s) specified in Article III, Paragraph A., above, shall be adjusted and Contractor shall receive across the board salary increases in the same manner and at the same time as general employees of the County.
- C. Schedule A, attached to this agreement, provides an annual maximum number of hours to be worked and estimated costs associated with services described in Article II DUTIES OF CONTRACTOR – REGULAR SERVICE of this agreement. The parties hereto agree that Schedule A is a general guideline covering the costs and services associated with this contract.
- D. If Contractor serves singly or concurrently as a Clinic Medical Director, and/or a Regional Medical Director, or a Lead Child Psychiatrist, Contractor shall receive an assignment differential of \$240.00 per pay period for administrative activities required by the Department to serve in any one or more of these capacities.
- E. An employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at straight time. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time accumulated in excess of eighty (80) hours, or immediately prior to promotion, demotion or termination of employment. Payment for overtime compensation shall be made on the first payday following the pay period in which

such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

- F. Contractor shall be paid biweekly for hours actually worked according to the procedures established by County's Auditor/Controller.
- G. Contractor shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Contractor shall contribute 5% of the Contractor's gross earnings, and County shall contribute 2.5% of Contractor's gross earnings. Contractor's contributions to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Maximum total contributions shall be 7.5% of Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in the Plan on forms approved by the Human Resources Division Chief - Employee Benefits/Transactions. For the purpose of this agreement, Contractor shall not be entitled to participate in County's Retirement Program.
- H. Contractor shall be entitled to participate in the County's Deferred Compensation Plan.
- I. County shall reimburse Contractor for all approved out-of-pocket expenses incurred as part of all necessary travel undertaken in performance of services under this agreement. Allowable expenses, as approved by the County's Director of Behavioral Health, shall include meals, lodging, taxi fare, air fare, car rental, use of private auto when performing services under this agreement, registration fees, parking, tips, and other miscellaneous expenses. Said reimbursement shall be processed in accordance with procedures established by the County Auditor/Controller for general County employees.
- J. The Department will budget sufficient funds to provide one (1) Continuing Medical Education (CME) event annually with pay for Contractor if he/she is working at least 20 hours per week and has one or more years of service. CME events occurring within the State of California require prior approval by the Department Director. CME events occurring outside of California must be requested at least 60 days in advance and require approval by the Department Director and the County Administrative Officer.

- K. County Malpractice and general liability insurance shall extend to all services performed at the Department by Contractor under this agreement.
- L. Contractor shall be covered by County's workers' compensation insurance for all hours actually worked under this contract.
- M. This agreement provides for the full compensation to Contractor for services required hereunder.

IV DURATION AND TERMINATION

- A. The term of this agreement shall commence on July 1, 2003 and, unless earlier terminated as provided in Article IV, Paragraphs B., C. and D., below, shall terminate on June 30, 2005.
- B. Either the Contractor or the Director may terminate this agreement for any reason or no reason at any time by serving fourteen (14) days written notice upon the other party.
- C. This agreement may be terminated at any time and without fourteen (14) days notice by mutual agreement of both the Contractor and the Director.
- D. The Director may terminate this agreement immediately upon serving notice to the Contractor if the Contractor is found not to be in compliance with Article I GENERAL, of this agreement or if it is determined by the Director that the Contractor has engaged in personal or professional misconduct.

V SUPERVISION AND EVALUATION

- A. For the services provided for the Department of Behavioral Health (DBH), the Contractor shall be under the professional and administrative supervision of the Director or his/her designee to the extent permitted by law.
- B. The Director or his/her designee may periodically evaluate the services of the Contractor.

VI SPECIAL PROVISIONS

- A. The Department shall furnish at its own expense such space, equipment, supplies, and services as are reasonably necessary for the proper operation of the Department. The

Department shall provide services, including nursing, secretarial, personnel, administration, accounting, data processing, where such services are required by the Contractor for the proper operation of the Department.

- B. All residents, all non-physician personnel, and all medical and non-medical personnel required for the proper operation of the Department shall be employed by the Department. The selection and retention of such personnel shall be according to County Personnel policies and rules.
- C. This contract does not preclude the Contractor from treating private patients outside of the Department's premises, provided the Contractor does not allow private patients to interfere with the orderly and prompt treatment of the Department's patients. Contractor will be allowed to see only the Department's patients on the Department's premises.
- D. Nothing contained in this agreement shall be construed to permit assignment by the Contractor of any rights or duties hereunder, and such assignment is expressly prohibited without the written consent of the County.
- E. As a condition of employment with the County, the Contractor does hereby agree to uphold the conflict of interest policy of San Bernardino County which is stated under Rule I, Section 8 of the San Bernardino County Personnel Rules, Conflict of Interest, as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other applicable to County employment.

- F. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance

of this agreement. In order for the Contractor to use any County-owned vehicle during the performance of this agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record. If such report discloses that Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle.

In order for Contractor to be able to use a private vehicle during the performance of this agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen Thousand Dollars (\$15,000) for single injury or death;
2. Thirty Thousand Dollars (\$30,000) for multiple injury or death;
3. Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of Article VI, Paragraph F. shall be deemed grounds for termination of this agreement.

VII CONCLUSION

- A. This agreement, consisting of eight (8) pages and Schedule A is the full and complete document describing services to be rendered by the Contractor to the County, including all covenants, conditions, and benefits.
- B. This agreement supersedes any and all agreements that may exist between the Contractor and the County.
- C. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has subscribed to this agreement, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► _____

Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Contractor

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____ On File _____

Approved as to Legal Form

► _____
County Counsel

Reviewed by Contract Compliance

► _____

Presented to BOS for Signature

► _____
Department Head

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____

Date _____

Date _____

<i>Controller-Recorder Use Only</i>	
Contract Database <input type="checkbox"/> FAS	
<u>Date</u>	<u>Keyed By</u>

SCHEDULE A

John S. Wells, M.D.
Contract Board Certified Adult Psychiatrist

July 1 , 2003 -June 30, 2005

SCHEDULE A
PLANNING ESTIMATE
Physician/Psychiatry Services
San Bernardino County
Department of Behavioral Health

FY03/04	Hourly Rate	Bi-Weekly Salary	Differential Pay	Contract Value
1 st Bi-Weekly Cost (1PP)	\$87.57	\$7,005.60	\$0.00	\$7,005.60
2 nd Bi-Weekly Cost (25 PPs)	\$90.20	\$7,216.00	\$0.00	\$7,216.00
Estimated Annual Hours	2,080			
FY Totals		\$187,405.60	\$0.00	\$187,405.60

FY04/05	Hourly Rate	Bi-Weekly Salary	Differential Pay	Contract Value
1 st Bi-Weekly Cost (1PP)	\$90.20	\$7,216.00	\$0.00	\$7,216.00
2 nd Bi-Weekly Cost (25 PPs)	\$92.91	\$7,432.80	\$0.00	\$7,432.80
Estimated Annual Hours	2,080			
FY Totals		\$193,036.00	\$0.00	\$193,036.00